

COLLECTIVE BARGAINING AGREEMENT
Amherst Fire Fighters
Local 1764, I.A.F.F.

July 1, 2007 – June 30, 2010

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Agreement

THIS AGREEMENT, entered into this date the 23rd day of February, 2010, between the Town of Amherst ("the Town") and the Amherst Fire Fighters, Local 1764, I.A.F.F. ("the Union").

Preamble

WHEREAS, the Town and the Union in accordance with Chapter 150E, of the Commonwealth of Massachusetts General Laws have negotiated in good faith to provide for a harmonious relationship in order that a more efficient and progressive service may be rendered.

WHEREAS, it is the intent and the purpose of the parties to set forth herein their agreement covering wages, hours, standards of productivity and performance, and any other terms and conditions of employment; and to provide the procedure for the prompt and peaceful settlement of grievances respecting the terms of this Agreement.

NOW THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties do mutually promise and agree as follows:

Article 1

Management Rights

1.1 Except as specifically limited by the express provisions of this Agreement, the Town retains traditional rights to manage and direct the affairs of the Town in all of its various aspects and to manage and direct its employees including but not limited to the following: to plan, direct, control and determine all the operations and services of the Town; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish work and productivity standards; to administer overtime in a reasonable manner; to determine the methods, means, organization, and number of personnel by which such operations and services shall be delivered; to make and enforce reasonable rules and regulations; to discipline, suspend, or to discharge employees for just cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement or the provisions of Chapter 150E M.G.L.

The foregoing enumeration of management's rights shall not be deemed to exclude other rights of management not specifically set forth, the Town, therefore, retains all rights not otherwise specifically restricted to this Agreement. The Chief of the Department shall have full authority in the administration of the Department and shall make all rules and regulations for its operation.

1.2 The Fire Chief shall maintain and keep current in an electronic, printable, format the documents listed below on the Fire Department computers located in each fire station. All employees shall routinely review and be familiar with the content of the following; members shall have the right to print and download copies of these

documents on the Fire Department computers. Each document will contain the date of posting, and whenever changes are made, a brief summary of changes at the beginning of document will be provided.

Rules and Regulations of the Fire Department

Office of Emergency Medical Technicians (OEMS) Statewide EMS protocols

Fire Department Standard Operating Guidelines (SOG's)

All internal orders and notices concerning policy and procedure.

Seniority List, Fire Department Table of Organization

Notices of promotional exams and current Promotional List(s)

Article 2

Union Recognition

2.1 The Town hereby recognizes that the Union is the sole and exclusive representative of all permanent, uniformed employees of the Fire Department with the exception of the Chief of the Department for the purpose of bargaining with respect to wages, hours of duty, fringe benefits, working conditions and other conditions of employment.

2.2 The Town shall provide Union Bulletin Boards to be located in the Staff Room at each fire station for the purpose of posting official Union notices only. Said notices shall not be of a political nature, nor contravene the grievance procedure or other provisions of this Agreement.

2.3 A copy of all internal orders and notices concerning policy and procedure applicable to the Fire Department shall be forwarded electronically to the Union Secretary at the time of posting on fire department computers. A copy of all grievance correspondence shall be forwarded electronically in PDF format to the Union Secretary and the Chair of the Grievance Committee according to the timelines set out in Article 26. The Union shall have the option to forward electronically all correspondence with the Town.

Article 3

Union Dues

3.1 Upon written authorization by an employee and approval of the Union President, the Town agrees to withhold from the wages of each employee the sum certified as initiation fees, assessments and weekly Union dues; and to deliver these amounts to the Union Treasurer on the same day as the delivery of the payroll check from which the deduction is made. If an employee does not have a check, or the check is not sufficient to satisfy the assessments, no collection shall be made from the employee's pay that week.

3.2 Any new employee after July 1, 1976 who is not a Union member and does not make application for membership, upon becoming eligible for membership shall, as a

condition of employment, pay to the Union an agency service fee subject to the provisions as defined in Section 12 of Chapter 150E. Any employee failing to comply with this condition of employment shall be discharged by the Town in accordance with the provisions of Section 12, Chapter 150E.

Article 4

Union Leave

4.1 Such officers and members of the Union as may be designated by the Union shall be granted leave from duty with full pay for Union business. The amount of paid Union leave credited shall be 180 hours per year and further that paid Union leave may be accumulated to a maximum amount equal to 360 hours. The Union Secretary shall notify the Fire Chief in writing, listing the employees designated to engage in such Union business and specifying the purpose and location of such meetings. Such notification shall be made at least three (3) days prior to the absence. Officers and members of the Union shall be allowed to take union leave in full shift increments or on an hourly basis at a minimum of three hours and a maximum of 1/2 a shift, providing such requests begin at the start of, or end at the completion of the members shift.

4.2 A maximum of three (3) members of the Union negotiating committee shall be granted leave from duty with full pay for all meetings between the Town and the Union for the purposes of negotiating the terms of a contract when such meetings take place at a time when such members are scheduled to be on duty.

4.3 A maximum of three (3) members of the Union grievance committee shall be granted leave from duty with full pay for all meetings between the Town and the Union for the purpose of processing grievances when said meetings take place at a time when said members are scheduled to be on duty.

4.4 The Union shall be entitled to have not less than one (1) Union Steward for each fire station. Designated Stewards shall not be transferred from their station to another more than once in any twelve (12) month period. The President of Local 1764 shall be advised not less than fifteen (15) days in advance of the effective date of any Steward transfer. When extenuating circumstances arise, the fifteen (15) day notice may be waived by mutual agreement of the Fire Chief and the involved Steward.

4.5 A Union Time Bank is established for the purpose of providing opportunities for Union members to increase their knowledge and skills to promote a harmonious relationship for a more efficient and progressive service for our Town. Members of the Union designated by the President shall be granted leave from duty with full pay. Paid leave credited to the Union Time Bank shall come from the Union membership. Any member of the Local may donate vacation hours, personal shifts or compensatory time to the Union Time Bank.

The Union Secretary shall submit written notification to the Fire Chief for approval, listing the employees designated to use the Union Time Bank and specifying the purpose and location of such meetings. Such notification shall be made at least three (3) days prior to the absence. Officers and members of the Union shall be allowed to take leave from the Union Time Bank in full shift increments or on an hourly basis at a minimum of three hours and a maximum of 1/2 a shift, providing such requests begin at the start of, or end at the completion of the members shift.

Article 5

Probationary Period

5.1 All new employees and those hired after loss of seniority shall be considered as probationary employees until they complete a probationary period of twelve (12) months on the active payroll of the Town. During the probationary period, his/her employment may be terminated by the Town at any time. There shall be no recourse through Article 26 for a person discharged from duty during his/her probationary period.

There shall be no seniority among probationary employees. Upon successful completion of his/her probation period, an employee shall acquire seniority, which shall be retroactive to his/her last date of hire with the Town in a position covered by this Agreement.

5.2 All new permanent, uniformed employees, including rehired employees, prior to their employment or re-employment, shall pass a medical examination by a Town-designated physician.

5.3 Effective July 1, 2002 all probationary employees must successfully complete the recruit-training program of the Massachusetts Fire Fighting Academy before completion of their probationary period. The probationary period may be extended until the successful completion of the recruit-training program if the employee was participating in the recruit-training program before the normal probation period would have ended. Former full-time employees of the Amherst Fire Department who are rehired will be excluded from the obligation to attend the aforementioned recruit training program.

5.4 All new employees with firefighting experience shall complete a Department orientation program of two (2) weeks duration. New employees with no firefighting experience shall complete a four (4) week Department orientation program. Former Amherst career force members will not require an orientation program. "Firefighting experience" shall mean a graduate of the Massachusetts Firefighting Academy recruit program or a Firefighter I/ II-certified firefighter.

The curriculum shall be developed by the Assistant Chief for Training and a Training Officer shall be assigned by the Department. The orientation program shall be conducted on a forty (40) hour work week scheduled Monday through Friday from 0800 to 1600 hours with Saturdays, Sundays, and holidays off

Before employees can be recognized as an on-duty member per Article (9), they shall be trained and certified as AFD pump operators. This training shall be conducted on a forty (40) hour workweek schedule, Monday through Friday, and probationary employees needing this certification shall be assigned a Training Officer.

5.5 A Fire Training Committee is established to assist the Department with fire/rescue training issues. The Committee will be comprised of the Assistant Chief for Training and three (3) members to be appointed annually on July 1st by the Fire Chief and the Union. The Committee shall meet monthly in the first year and may meet less frequently after the first year.

The Committee shall recommend to the Fire Chief procedures relative to fire/rescue training including: new employee curriculum; professional development; "5 minute drills"; annual skill refresher training; special training programs; other fire/rescue training issues.

The Union and the Fire Chief shall receive written progress reports from the Committee meetings. The Assistant Chief for Training shall be the Chair. Members not on duty for meetings shall be compensated.

Article 6

Residency Requirements

6.1 All members shall, within one year of permanent appointment, reside no further than ten (10) miles linear distance from an existing Amherst fire station in any portion of Massachusetts east of the Connecticut River or within twelve (12) road miles from an existing Amherst fire station west of the Connecticut River using the Sunderland Bridge in the travel route.

6.2 The Fire Chief shall grant upon written request of an employee a waiver of the residency requirement provided that the number of employees granted waivers shall not exceed the nearest whole number of thirty (30%) percent of the bargaining unit. The Fire Chief may grant additional waivers.

Article 7

Seniority

7.1 The Fire Chief shall establish and maintain a seniority list. Whenever there is a change to the seniority list, the Fire Chief shall notify the members and provide an electronic copy to the Secretary of the Union within ten (10) days of when the change took effect. This list shall apply only to lay-offs, rehiring, promotional procedures and priority of vacation selection.

7.2 Seniority shall be by rank and shall consist of the relative length of accumulated service of each employee in the respective rank and any accumulated service in a rank(s) above their present rank. An employee's length of service shall not be reduced by time lost due to sickness or injury, or authorized leave of absence whether paid or

unpaid. For the purpose of this Article, rank shall mean and include the following: Assistant Fire Chief, Fire Captain and Firefighter. Employees who have the same length of service in rank shall be placed on the seniority list based on the following formula:

- For newly appointed officers, seniority to be based on the order that their names appeared on the promotional list.
- For new hires, seniority to be based on final standing in the fire academy if members graduated from the same class, otherwise seniority shall be determined by lot.

7.3 The Town agrees that any employee who hereafter resigns shall lose all rights to seniority.

Article 8

Layoffs and Recall Procedure

8.1 The Town in its discretion shall determine whether layoffs are necessary. In the event of a reduction in the working force of a rank, employees shall be laid off from the affected rank in accordance with their seniority as defined in Article 7.

Employees who are laid off shall be placed on a recall list for a period of one (1) year. Annually thereafter, the recall list will be reviewed and the persons thereon will be inquired of as to whether they desire to stay on a recall list; they will be allowed to stay thereon for a maximum of three (3) years if they are qualified or can become re-qualified to perform the work in the rank to which they would be eligible to be recalled. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff, provided they are presently qualified to perform the work in the rank to which they are eligible to be recalled.

If an employee is recalled to a position in a lower rated rank, he shall have the right to return to the rank he held prior to being laid off in the event it subsequently becomes available. If an employee is recalled to a lower rated rank, the employee shall have the right to refuse the recall. The Town shall not hire employees in bargaining unit positions as long as there are still employees on the recall list who are presently qualified to perform the work in the affected rank and are willing to be recalled to said rank.

Employees who are eligible for recall shall be given thirty (30) calendar days notice of recall and notice of recall shall be sent to the employee by certified mail with a copy to the Union, provided that the employee must notify the Fire Chief of his intention to return within seven (7) days after receiving notice of recall. The Town shall be deemed to have fulfilled its obligation by mailing the recall notice by certified mail, return receipt requested, to the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide the Fire Chief with his latest mailing address.

In the event a non-probationary employee is scheduled to be laid off and there exists a position in an equal or lower rank, Town seniority shall prevail in permitting such

employees to bump the least senior individual in said rank covered by this Agreement.

No layoffs shall be effective unless preceded by written notice to the individual and to the President of the Union. Said notice to be issued at least ninety (90) days prior to the effective date of the layoff.

8.2 Restoration of Benefits Upon Recall

All benefits to which an employee was entitled at the time of layoff shall be restored, in full, upon re-employment within the recall period.

8.3 Medical Insurance Provision

Provided the plan in force at the time permits such action, laid off employees may continue their Medical Insurance coverage during the recall period, as provided by the Town to members of the bargaining unit, by reimbursing the proper authority for the total premium cost. Failure to forward premium payments to the proper authority by the due date will terminate this option.

8.4 Declination of Recall

An employee who, for an unacceptable reason as determined by the Fire Chief, refuses or fails to respond to a recall to a position in the rank the employee held at the time of layoff will be considered to have voluntarily resigned, and will then satisfy the Employer's obligation under this Article. A failure to respond will be treated as a refusal for the purposes of this Article.

8.5 Employees on Injury Leave

Any employee on Injury Leave, under Article 21.4, will be temporarily exempt from the provisions of the recall procedures contained in this Article for the duration of said injury leave. Upon termination of injury leave, no employee will be restored to active payroll status if more senior employees in the same rank are on layoff status.

Article 9

Town Staffing Philosophy

9.1 The Town Manager and the Fire Chief support the concept of maintaining a minimum of seven (7) employees on duty but reserve the Town's right to schedule fewer than seven (7) employees should economic conditions and/or operational circumstances warrant.

Article 10

Promotional Procedures

10.1 The Town shall maintain, post and keep current a table of organization. Any objection to the table of organization shall be reported to the Fire Chief within fifteen (15) working days of the date of posting of the table of organization or the

table shall stand approved as posted. The Union shall be provided with a copy of the table of organization whenever any changes are made to the table of organization. The organization of the Department shall consist of the following ranks: Firefighter, Captain and Assistant Chief.

10.2 All appointments up to and including Assistant Chief shall be made from the ranks, provided that the member appointed is qualified for the position and places in the top three in the examining process. The names of the top three (3) candidates and the recommendation of the Chief shall be forwarded to the Town Manager for appointment under the Amherst Town Government Act. If a candidate places in the top three as a result of the examining process and is passed over for the position, the candidate shall receive an explanation of the decision in writing.

10.3 If in the event a vacancy occurs and the Town determines that it will fill the vacancy and that it can be filled from an existing list, the Town shall fill the vacancy within thirty (30) days from the creation of the vacancy. Any vacancy occurring for which there is no list shall be filled within nine (9) months from the date of the creation of the vacancy.

10.4 Upon completion of the examining procedure, a promotional list shall be posted on all departmental bulletin boards, such list to remain in effect for one (1) year from the date of posting.

10.5 Eligibility for promotion to Captain and Assistant Chief shall be at least four (4) years service as a salaried firefighter. As of July 1, 2003, eligibility for promotion to Captain and Assistant Chief shall be at least five (5) years service as a salaried firefighter.

10.6 At least three (3) months before any promotional exam can be administered; an official notice shall be posted. This notice shall include:

1. The closing date, by which time all candidates must have filed an application for the exam, shall be thirty (30) days from posting.
2. The list of eligible personnel.
3. Subjects to be covered in the written exam.
4. Texts used as source materials.
5. Date of written exam.
6. Weighting of exam.

10.7 All examinations shall be provided by an outside professional testing organization, the written exam which shall be weighted at no less than 40%, nor more than 60% of the final grade. As of July 1, 2002, the written exam shall be weighted at no less than 35%, nor more than 55% of the final grade. The remainder of the exam process shall include all of the following considerations, which will be weighted as follows:

Beginning July 1, 2001 to June 30, 2002:

1. Seniority - 10% minimum, 20% maximum
2. Record of Service - 15% minimum, 30% maximum
3. Oral Interview - 15% minimum, 30% maximum

Beginning July 1, 2002

1. Seniority - 10% minimum, 20% maximum
2. Record of Service - 15% minimum, 30% maximum
3. Oral Interview - 10% minimum, 25% maximum
4. Fire Problem - 10 % Fixed

Seniority and Record of Service scores shall be posted and submitted to the Town Manager prior to the start of all other testing steps. There shall be at least 24-hours between the written promotional exam and any other portion of the promotional process.

10.8 Any applicant may appeal the results of any promotional exam to the Town Manager.

10.9 Newly appointed Captains shall attend the Massachusetts Fire Academy "Fire Officer I" course in a timely manner after their promotion.

Article 11

Hours of Duty

11.1 The work week for members of the bargaining unit except for Assistant Fire Chief(s) are established as a forty-two (42) hour work week which will be scheduled in accordance with the following plan whereby over an eight (8) week cycle, the average is forty-two (42) hours per week. Day shifts are defined as ten (10) hour shifts (8:00 A.M. to 6:00 P.M.) and night shifts are defined as fourteen (14) hour shifts (6:00 P.M. to 8:00 A.M.)

WEEK	SUN	MON	TUES	WED	THUR	FRI	SAT
1	DAY	DAY	NIGHT	NIGHT	OFF	OFF	OFF
2	OFF	DAY	DAY	NIGHT	NIGHT	OFF	OFF
3	OFF	OFF	DAY	DAY	NIGHT	NIGHT	OFF
4	OFF	OFF	OFF	DAY	DAY	NIGHT	NIGHT
5	OFF	OFF	OFF	OFF	DAY	DAY	NIGHT
6	NIGHT	OFF	OFF	OFF	OFF	DAY	DAY
7	NIGHT	NIGHT	OFF	OFF	OFF	OFF	DAY
8	DAY	NIGHT	NIGHT	OFF	OFF	OFF	OFF

11.2 Any firefighter or officer may volunteer to be on duty in excess of their regularly scheduled hours.

11.3 The work week for the Assistant Chief(s) will be thirty-seven and one-half (37 1/2) hours per week. The actual work schedule will be submitted on a weekly basis by the Assistant Fire Chief, subject to final and prior approval of the Fire Chief. Assistant Fire Chief(s) shall not be required to work more than two (2) evenings per week. Assistant Fire Chief(s) will be required to be on stand-by status on a rotating basis whenever the Fire Chief is not available to assume command for which there shall be no additional compensation. Whenever an Assistant Fire Chief is required to return to duty, whether on stand-by status or not, he shall be paid in accordance with Article 13.

11.4 Any officer or member, upon written notice of at least ten (10) days in advance, may be placed on Special Assignment. The work week for such Special Assignment shall be fixed at a five (5) day, forty (40) hour week with Saturdays, Sundays, and Holidays off and at no reduction in salary. The hours for a Special Assignment shall be regular business hours with lunch off unless the Fire Chief agrees to an alternate forty (40) hour fixed schedule. The Fire Chief shall not reject any reasonable work schedule. The required written notice shall include the beginning date of the Special Assignment, the days and hours of duty, the probable length of the Assignment, and the purpose of the Assignment. It is understood that no present attempt is being made to limit the purposes to which Special Assignment may be used by the Town within recognized fire service activities. It is recognized that such assignment may be viewed as less desirable, either because of task content or because of work schedule differences from the normal hours of duty contained in Article 11.1. In view of this, it is agreed that the reasonableness of any Special Assignment may be challenged by use of the grievance procedures of Article 26.

11.5 A transfer of an employee shall be defined as a permanent reassignment from an assigned group and/or fire station to another group and/or fire station. It is within the Town's right to transfer employees provided:

- a. that reasonable notice is given to the employee and the Union;
- b. that the employee transferred shall be compensated for all hours worked over the forty-two (42) hour average during the transfer cycle. The transfer cycle shall be that work cycle starting at the end of the last full work cycle, as defined in Article 11.1, immediately before the transfer and ending at the start of the next work cycle following the transfer.

11.6 Detailing shall be defined as a temporary reassignment from an assigned fire station to another fire station. Any employee who is detailed shall be compensated one (1) hour of overtime for a single shift and two (2) hours of overtime for two or more continuous shifts that the employee is detailed. The employee may elect to provide their own transportation between fire stations or may have the Fire Department provide their transportation.

Article 12

Wages

12.1 Compensation shall be in accordance with the following schedule and shall be paid bi-weekly.

A. The following bi-weekly salary schedule shall be effective July 1, 2007:

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Firefighter EMT-B/ F1							
Bi-weekly	\$1,296.32	\$1,364.30	\$1,435.95	\$1,511.36	\$1,607.58	\$1,688.01	\$1,772.43
Annual	\$33,704.32	\$35,471.80	\$37,334.70	\$39,295.36	\$41,797.08	\$43,888.26	\$46,083.18
Firefighter EMT-I/ F1							
Bi-weekly	\$1,425.95	\$1,500.73	\$1,579.55	\$1,662.50	\$1,768.34	\$1,856.81	\$1,949.67
Annual	\$37,074.75	\$39,018.98	\$41,068.17	\$43,224.90	\$45,976.79	\$48,277.09	\$50,691.50
Firefighter EMT-P/ F1							
Bi-weekly	\$1,529.66	\$1,609.87	\$1,694.42	\$1,783.40	\$1,896.94	\$1,991.85	\$2,091.47
Annual	\$39,771.10	\$41,856.72	\$44,054.95	\$46,368.52	\$49,320.55	\$51,788.15	\$54,378.15
Captain EMT-B/ F2							
Bi-weekly	\$1,555.58	\$1,637.16	\$1,723.14	\$1,813.63	\$1,929.10	\$2,025.61	\$2,126.92
Annual	\$40,445.18	\$42,566.16	\$44,801.64	\$47,154.43	\$50,156.50	\$52,665.91	\$55,299.82
Captain EMT-I/ F2							
Bi-weekly	\$1,711.14	\$1,800.88	\$1,895.45	\$1,995.00	\$2,122.01	\$2,228.17	\$2,339.61
Annual	\$44,489.70	\$46,822.78	\$49,281.80	\$51,869.88	\$55,172.15	\$57,932.50	\$60,829.80
Captain EMT-P/ F2							
Bi-weekly	\$1,835.59	\$1,931.85	\$2,033.31	\$2,140.09	\$2,276.33	\$2,390.22	\$2,509.76
Annual	\$47,725.32	\$50,228.07	\$52,865.94	\$55,642.23	\$59,184.67	\$62,145.78	\$65,253.78
Asst Chief EMT-B/F3							
Bi-weekly	\$1,996.33	\$2,101.02	\$2,211.36	\$2,327.49	\$2,475.67	\$2,599.54	\$2,729.54
Annual	\$51,904.65	\$54,626.57	\$57,495.44	\$60,514.85	\$64,367.50	\$67,587.92	\$70,968.10
Asst Chief EMT-I/ F3							
Bi-weekly	\$2,195.97	\$2,311.12	\$2,432.50	\$2,560.24	\$2,723.24	\$2,859.49	\$3,002.50
Annual	\$57,095.12	\$60,089.23	\$63,244.98	\$66,566.34	\$70,804.25	\$74,346.71	\$78,064.91
Asst Chief EMT-P/ F3							
Bi-weekly	\$2,355.67	\$2,479.21	\$2,609.41	\$2,746.44	\$2,921.29	\$3,067.45	\$3,220.86
Annual	\$61,247.49	\$64,459.35	\$67,844.62	\$71,407.53	\$75,953.65	\$79,753.75	\$83,742.35

B. The following bi-weekly salary schedule shall be effective July 1, 2008:

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Firefighter EMT-B/ F1							
Bi-weekly	\$1,322.25	\$1,391.59	\$1,464.67	\$1,541.59	\$1,639.73	\$1,721.77	\$1,807.88
Annual	\$34,378.50	\$36,181.34	\$38,081.42	\$40,081.34	\$42,632.98	\$44,766.02	\$47,004.88
Firefighter EMT-I/ F1							
Bi-weekly	\$1,454.48	\$1,530.75	\$1,611.14	\$1,695.75	\$1,803.70	\$1,893.95	\$1,988.67
Annual	\$37,816.35	\$39,799.47	\$41,889.56	\$44,089.47	\$46,896.28	\$49,242.62	\$51,705.37

Firefighter EMT-P/ F1

Bi-weekly	\$1,560.26	\$1,642.08	\$1,728.31	\$1,819.08	\$1,934.88	\$2,031.69	\$2,133.30
Annual	\$40,566.63	\$42,693.98	\$44,936.08	\$47,295.98	\$50,306.92	\$52,823.90	\$55,465.76

Captain EMT-B/ F2

Bi-weekly	\$1,586.70	\$1,669.91	\$1,757.60	\$1,849.91	\$1,967.68	\$2,066.12	\$2,169.46
Annual	\$41,254.20	\$43,417.61	\$45,697.70	\$48,097.61	\$51,159.58	\$53,719.22	\$56,405.86

Captain EMT-I/ F2

Bi-weekly	\$1,745.37	\$1,836.90	\$1,933.36	\$2,034.90	\$2,164.44	\$2,272.74	\$2,386.40
Annual	\$45,379.62	\$47,759.37	\$50,267.47	\$52,907.37	\$56,275.53	\$59,091.15	\$62,046.44

Captain EMT-P/ F2

Bi-weekly	\$1,872.31	\$1,970.49	\$2,073.97	\$2,182.89	\$2,321.86	\$2,438.03	\$2,559.96
Annual	\$48,679.96	\$51,232.78	\$53,923.29	\$56,755.18	\$60,368.30	\$63,388.68	\$66,558.91

Asst Chief EMT-B/F3

Bi-weekly	\$2,036.27	\$2,143.05	\$2,255.59	\$2,374.05	\$2,525.18	\$2,651.53	\$2,784.14
Annual	\$52,942.89	\$55,719.26	\$58,645.39	\$61,725.26	\$65,654.79	\$68,939.67	\$72,387.52

Asst Chief EMT-I/ F3

Bi-weekly	\$2,239.89	\$2,357.35	\$2,481.15	\$2,611.45	\$2,777.70	\$2,916.68	\$3,062.55
Annual	\$58,237.18	\$61,291.19	\$64,509.93	\$67,897.79	\$72,220.27	\$75,833.64	\$79,626.27

Asst Chief EMT-P/ F3

Bi-weekly	\$2,402.79	\$2,528.80	\$2,661.60	\$2,801.38	\$2,979.72	\$3,128.80	\$3,285.28
Annual	\$62,472.61	\$65,748.73	\$69,201.56	\$72,835.81	\$77,472.65	\$81,348.81	\$85,417.27

C. The following bi-weekly salary schedule shall be effective July 1, 2009:

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Firefighter EMT-B/ F1							
Bi-weekly	\$1,368.53	\$1,440.30	\$1,515.93	\$1,595.55	\$1,697.12	\$1,782.03	\$1,871.16
Annual	\$35,581.78	\$37,447.69	\$39,414.27	\$41,484.30	\$44,125.12	\$46,332.78	\$48,650.16
Firefighter EMT-I/ F1							
Bi-weekly	\$1,505.38	\$1,584.33	\$1,667.53	\$1,755.11	\$1,866.83	\$1,960.23	\$2,058.28
Annual	\$39,139.96	\$41,192.46	\$43,355.70	\$45,632.73	\$48,537.63	\$50,966.06	\$53,515.18
Firefighter EMT-P/ F1							
Bi-weekly	\$1,614.87	\$1,699.55	\$1,788.80	\$1,882.75	\$2,002.60	\$2,102.80	\$2,207.97
Annual	\$41,986.50	\$44,188.27	\$46,508.84	\$48,951.47	\$52,067.64	\$54,672.68	\$57,407.19
Captain EMT-B/ F2							
Bi-weekly	\$1,642.24	\$1,728.35	\$1,819.12	\$1,914.66	\$2,036.54	\$2,138.44	\$2,245.39
Annual	\$42,698.14	\$44,937.22	\$47,297.12	\$49,781.16	\$52,950.14	\$55,599.34	\$58,380.19
Captain EMT-I/ F2							
Bi-weekly	\$1,806.46	\$1,901.19	\$2,001.03	\$2,106.13	\$2,240.20	\$2,352.28	\$2,469.93
Annual	\$46,967.95	\$49,430.95	\$52,026.84	\$54,759.28	\$58,245.16	\$61,159.27	\$64,218.21
Captain EMT-P/ F2							
Bi-weekly	\$1,937.84	\$2,039.46	\$2,146.56	\$2,259.30	\$2,403.12	\$2,523.35	\$2,649.56
Annual	\$50,383.80	\$53,025.92	\$55,810.61	\$58,741.77	\$62,481.17	\$65,607.22	\$68,888.63
Asst Chief EMT-B/F3							
Bi-weekly	\$2,107.54	\$2,218.06	\$2,334.54	\$2,457.15	\$2,613.56	\$2,744.33	\$2,881.59
Annual	\$54,795.94	\$57,669.44	\$60,697.98	\$63,885.82	\$67,952.68	\$71,352.48	\$74,921.25

Asst Chief EMT-I/ F3

Bi-weekly	\$2,318.29	\$2,439.86	\$2,567.99	\$2,702.86	\$2,874.92	\$3,018.76	\$3,169.75
Annual	\$60,275.54	\$63,436.38	\$66,767.77	\$70,274.40	\$74,747.95	\$78,487.73	\$82,413.37

Asst Chief EMT-P/ F3

Bi-weekly	\$2,486.89	\$2,617.31	\$2,754.75	\$2,899.43	\$3,084.01	\$3,238.31	\$3,400.27
Annual	\$64,659.21	\$68,049.94	\$71,623.61	\$75,385.27	\$80,184.17	\$84,195.93	\$88,407.07

All new firefighters shall start at pay level F1, Step 1 and shall advance one step annually on their anniversary date of hire. New employees who meet the residency requirements of Article 6 in less time than is provided may have the dates of their Step increases accelerated in the following manner:

- A. Employees who meet the residency requirement in their first six months of employment (0-6 months) shall advance to Step 2 six months from their date of hire and then continue to receive Step increases on an annual basis.
- B. Employees who meet the residency requirement in their second six months of employment (6-12 months) shall advance to Step 2 upon notification to the Fire Chief of their new residency and then continue to receive Step increases on an annual basis from that date.
- C. Employees who meet the residency requirement in their third six months of employment (12-18 months) shall advance to Step 3 six months from receiving Step 2 and then continue to receive Step increases on an annual basis.
- D. Employees who meet the residency requirement in their fourth six months of employment (18-24 months) shall advance to Step 3 upon notification to the Fire Chief of their new residency and then continue to receive Step increases on an annual basis from that date.

12.2 Employees promoted to Captain or Assistant Chief shall start at no more than two steps less in their new rank from the step they held in their old rank after which they shall advance one step annually on their anniversary date of their promotion.

Article 13

Overtime

13.1 Pay, for the purposes of this Article, shall be computed from a "basic hourly rate" which will be determined by dividing the employee's weekly salary by forty-two (42) except for Assistant Chief(s). The "basic hourly rate" for Assistant Fire Chief(s) will be determined by dividing their weekly salary by forty (40).

13.2 Overtime, for the purposes of this Article, shall be considered in six (6) categories:

1. Recall - to be paid at twice the basic hourly rate for a guaranteed four (4) hours and then at one and one-half (1 1/2) times the basic hourly rate until dismissed.

2. **Overtime** - for duty continuing past regular shift hours - to be paid at one and one-half (1 1/2) times the basic hourly rate and computed in half hour (1/2) increments of which the employee worked a minimum of ten (10) minutes.
3. **Station Coverage** - payment for station coverage shall be at one and one-half (1 1/2) times the basic hourly rate for a guaranteed two (2) hours and then at three-quarters (3/4) of the basic hourly rate for each additional half-hour (1/2) or any portion of a half-hour (1/2) thereafter.
4. **Extra Service** - to be paid at one and one-half (1 1/2) times the basic hourly rate for the full shift (days - ten (10) hours, nights - fourteen (14) hours).
5. **Staff Duty** - to be paid at one and one-half (1 1/2) times the basic hourly rate for each hour worked.
6. **Mullins Detail** - to be paid at the overtime rate (hourly) of maximum Fire Captain / EMT-I salary.
7. **Training** - to be paid at one and one half (1 1/2) times the basic hourly rate for each hour of training. Members may elect to accrue compensatory time in lieu of payment. Members will be credited one and one half hours of compensatory time for each hour of training.

13.3 The categories for overtime shall be defined as follows:

1. **Recall** - that overtime, when the official signal of "Recall" is sounded, which summons off-duty personnel to return to duty due to a situation which requires maximum manpower support. Recall shall be sounded for all working fires when all on-duty, call and volunteer personnel have been committed or any other situation the Fire Chief deems necessary. Employees shall be dismissed as soon as the incident is determined to be under control, whether or not they have been on duty for four (4) hours. Payment shall be computed from the time that recall was sounded provided the employee reports for duty within thirty (30) minutes of the recall signal. Employees not responding to a recall within the first thirty (30) minutes shall be paid at one and one-half (1 1/2) the basic hourly rate only for the time on duty with no minimum four (4) hour guarantee.
2. **Overtime Shift** - that overtime required to be worked past the regular shift. When overtime is required due to a recall, compensation will be at the recall rate as specified in Section 13.2.1.
3. **Station Coverage** - that overtime where an employee reports for duty after having been requested, for whatever reasons, for the purpose of augmentation of the on-duty force.
4. **Extra Service** - that overtime made necessary by the absence of an employee from the regular shift or to bring manning of a regular scheduled shift to desired levels.

5. **Staff Duty** - that overtime where a Captain or Assistant Fire Chief works beyond their regular shift or reports for duty in order to perform assign staff duties, with the prior approval of the Fire Chief.
6. **Mullins Detail** - that overtime for outside fire prevention detail at the Mullins Center when Amherst Fire Department Personnel are required at the Mullins Center. The Town accepts the responsibility of compensation and shall pay the member in the same way and manner as if that member was working a regular overtime detail for the Fire Department. Details will be offered to permanent members first on a voluntary basis. Pay shall be for a minimum of four (4) hours. Any member working a detail must attend the pre-shoot for the event. The time spent at the pre-shoot will be counted as part of the detail and will be compensated for if and only if the pre-shoot and detail go over four (4) hours.
7. **Training** - that overtime that occurs when members, with prior written approval by the Fire Chief or Assistant Fire Chief, participate in training when off-duty.
8. **Holdover** - No member shall be required to work more than 3 consecutive full shifts. In the event that it is necessary for the Fire Chief to holdover an employee, it shall be done according to reverse seniority of those members regularly scheduled to be on duty at the time a holdover is ordered by the Fire Chief. A member shall not be held if he/she has been granted, prior to the holdover, vacation, personal, union or compensatory leave which would conflict with the holdover, in which case the next member eligible will be selected.

13.4 In the assignment of extra service, the principle of equality of opportunity shall be followed so far as practical, in accordance with the following provisions:

1. When an employee would be required to work a continuous triple shift, the employee shall have the option of refusing without losing a turn.
2. When an employee would be on vacation or days off immediately preceding or following vacation, the employee shall have the option of refusing without losing a turn. Except for the foregoing, a refusal of an overtime shift shall be counted the same opportunity as an acceptance.

13.5 Call Force members may be assigned extra service in accordance with the principle of a 90% to 10% ratio of opportunity between permanent firefighters and the regular Call Force members who are pump operators and Amherst qualified EMT's

13.6 **Compensatory Time:** Employees may elect to take compensatory time off in lieu of overtime payment. Employees shall be granted one and one half-hour of compensatory time off for each hour of overtime worked. Employees may accrue not more than thirty (30) hours of overtime for use as compensatory time off. Employees shall be allowed to use compensatory time off in full shift increments not to exceed more than one in a 48-hour period. Additionally, employees shall be allowed to take

compensatory time off on an hourly basis at a minimum of three hours and a maximum of 1/2 a shift, providing such requests begin at the start of, or end at the completion of the members shift. Employees must declare the use of compensatory time off instead of overtime payment at the time of submission of the overtime report. Employees may only request to use compensatory time off whenever the employee's assigned group is staffed with at least one more employee than the minimum manning outlined in Article 9 of this Agreement. Employees must give not more than forty-eight hours notice when requesting to use compensatory time off. The Fire Chief may deny the use of compensatory time off except when there is no employee on paid leave at the time of the employee's request or whenever the employee has given a notice of resignation or retirement. Once vacation time had been awarded it cannot be changed to compensatory time unless the Fire Chief approves the use of compensatory time off.

Any Emergency Medical Technician-Intermediate (EMT-I) or Emergency Medical Technician- Paramedic (EMT-P) who mentors student force or call force EMT students or precepts non-Amherst Fire Department EMT-I or EMT-P students shall receive one half hour (1/2) of compensatory time per transport.

13.7 Station coverage shall request off-duty career personnel respond to staff an engine company/ EMS Unit when there are insufficient on-duty personnel remaining and as long as Engine 3 or Engine 4 is not in service. In order to secure station coverage the remaining career officer (or A/O or senior firefighter) shall notify the communication center to summon station coverage to insure that personnel be present to staff an engine company/EMS Unit in the absence of sufficient on duty personnel. The communication center shall summon off-duty career personnel announcing the number and type of personnel required for station coverage. The first qualified personnel in sufficient numbers to call the dispatch center shall be assigned the detail and shall respond immediately to the Central Fire Station. Career Officers (or A/O or senior firefighter) may request additional resources be summoned, such as the Call Force, whether or not sufficient personnel fill a station coverage detail.

Article 14

Working Out of Grade

14.1 An employee who is directed by the Chief, or an employee acting on behalf of the Chief, to perform the duties and assume the responsibilities and the authority of a higher grade than that which the employee normally holds for a minimum of three (3) hours shall be paid additional compensation at the rate then in effect for the higher position salary grade, and at the same step as the employee's regular grade. It is understood that any employee that begins the shift as an acting officer, will remain the acting officer until either the shift is over or until relieved by an officer.

14.2 Any firefighter who is asked to perform in the supervisory role on a scene as an "Acting Officer" of an engine company on a call by call basis (i.e. responding on a fire call as the senior firefighter while all officers and acting officers on-duty are tied

up on other calls) shall be compensated for a minimum of one (1) hour (or additional hours if the emergency lasts longer) pay in the same manner as if they were acting officer.

14.3 If an officer's position is created due to promotion, retirement, resignation, or any other means, or an existing officer will be absent from work due to any reason including, but not limited to, sickness, injury, or leave of absence, for a period greater than six (6) weeks, the Chief shall appoint an Acting Officer of that rank to fill the vacancy for its duration. The appointment shall be made within seven (7) days of the vacancy being created or known. In the case of a temporary absence, if a current promotional list exists for the position in question, the appointment shall be made from the top three candidates on the list. If no current promotional list exists, then the appointment shall be the senior most member from the next lowest rank. In all cases, any member has the right to refuse such appointment without penalty, in which case the next eligible member who meets the above requirements shall be offered the position.

Article 15

Emergency Medical Technician

15.1 All employees hired after July 1, 1981 must obtain EMT-B certification within twelve (12) months of the date of hire and then maintain the EMT-B certification as a condition of continued employment. The Town agrees to continue to provide the opportunity and support for such re-certification. All employees shall be compensated for attendance of courses required for recertification during off duty hours. Employees hired before July 1, 1981 agree to continue to avail themselves of the opportunity and support provided by the Town for their EMT-B re-certification.

15.2 The Town agrees to provide the following incentive for employees who desire to become an EMT-I. The Town will allow any employee to enroll in an EMT-I program and cover all costs associated with that program including the overtime costs of that employee attending while off duty. Upon successful completion of the course and state certification as an EMT-I, the employee shall receive a one time payment of two-hundred (\$200.00) dollars. Payment shall be made by the Town within two (2) weeks of receipt of a copy of the state certificate.

15.3 All employees that are registered as an EMT-I shall be compensated according to Article 12.1. Employees must have a copy of their current EMT-I certificate on file with the Fire Department in order to receive payment.

15.4 The Town agrees to continue the opportunity and support for employees who are EMT-I's to re-certify as EMT-I's and cover all costs associated with re-certification including the overtime costs of that employee attending while off duty. Upon re-certification as an EMT-I the employee shall receive a payment of one-hundred (\$100.00) dollars; effective July 1, 2006, the employee shall receive a

payment of two-hundred (\$200.00) dollars. Payment shall be made by the Town on the second payday of March after receipt of a copy of the state re-certification certificate.

The Department shall provide the opportunity for the use of a Department vehicle for transportation to approved courses outside of Franklin, Hampden and Hampshire Counties, subject to availability and operational needs. If a Department vehicle is not available, in this case, the employee shall be reimbursed at the current town mileage rate for travel to and from the course.

15.5 The Town agrees to provide the following incentive for employees who desire to become an EMT-Paramedic effective January 1, 1994. The Town will allow at least one employee per year to enroll in an EMT-P program and cover the costs of tuition, books and fees associated with that program. The selection of paramedic students shall be by the Fire Chief among Captains and Firefighters with not more than one Captain beginning the paramedic program at the same time. Each employee who is selected for the paramedic program shall sign a commitment letter to the Town in which the employee promises to continue to work three years as a paramedic for the Town upon certification at the paramedic level. The letter of commitment shall remain a part of the employee's permanent personnel file. In addition, the Town will allow an employee to be detailed from their regularly scheduled duty but the numbers of hours of detailing will be limited to not more than four hundred (400) hours. Employees will not be compensated for attending the paramedic program while off duty. Any employee after completing their probationary period who becomes state certified as an EMT-P while employed by the Town shall receive a one-time payment of seventy-five hundred (\$7,500.00) dollars. Payment shall be made by the Town by the second payday following the receipt of a copy of the national certificate. Financial support defined in Article 15.5 for the paramedic program shall only be granted to an employee once. Should the employee fail to complete the course, he/she shall not be eligible for future support in relation to the paramedic program. Failure to work the required three years as a paramedic shall result in the employee being required to repay all costs expended by the Town in relation to the employee's enrollment in the paramedic program. Repayment shall be pro-rated on the basis of the length of time left for the three-year commitment.

15.6 All employees that are registered as an EMT-Paramedic shall be compensated according to Article 12.1. Employees must have a copy of their current EMT-P certificate on file with the Fire Department in order to receive payment.

15.7 The Town agrees to provide the opportunity and support for employees who are EMT-P's to re-certify as EMT-P's and cover all costs associated with re-certification including the overtime costs of that employee attending while off duty. Upon re-certification as an EMT-P the employee shall receive a payment of one-hundred (\$100.00) dollars; effective July 1, 2006, the employee shall receive a payment of two-hundred (\$200.00) dollars. Payment shall be made by the Town on the second payday of March after receipt of a copy of the national re-certification certificate.

The Department shall provide the opportunity for the use of a Department vehicle for transportation to approved courses outside of Franklin, Hampden and Hampshire Counties, subject to availability and operational needs. If a Department vehicle is not available, in this case, the employee shall be reimbursed at the current town mileage rate for travel to and from the course.

15.8 12-Lead Program – The 12-Lead EKG Program shall be voluntary.

Training: All 12-Lead EKG Program training for EMT-Ps and EMT-Is shall be done during regular duty hours with the employees being detailed for the training. The Town shall offer annual refresher training on 12-Lead EKGs, which shall not be counted as part of the EMT's recertification training. Refresher training for 12-Lead EKGs for EMT-Ps shall be a minimum of three hours and refresher training for EMT-Is shall be one hour.

Instruction: Instructors for the 12-Lead EKG Program and all subsequent training shall be certified with input from the Union. Every effort shall be made to get outside professional instructors. The Town will purchase and make available adequate training resources for the initial 12-Lead EKG education and the future on-going education. This should include books, CD-ROM/DVD programs, 12-Lead EKG rhythm generator, etc.

Compensation: EMT-Ps completing the initial training shall be compensated \$450 on the first pay period after completing the training in addition to any overtime earned. EMT-Is completing the initial training that allows them to assist paramedics with the set-up of the 12-Lead equipment shall be compensated \$50 on the first pay period after completing the training in addition to any overtime earned.

Upon completion of the annual physician review of the 12-Lead EKG recognition, EMT-Ps shall receive \$100. EMT-Is shall receive \$50 upon completion of their refresher.

15.9 An EMS Training Committee is established to assist the Department with EMT training issues. The Committee shall be comprised of the Assistant Chief for EMS and three (3) members to be appointed annually on July 1st by the Fire Chief and the Union. This Committee will meet monthly in the first year and may meet less frequently after the first year.

The Committee will recommend to the Fire Chief procedures relative to EMS operations in areas of paramedic, intermediate and basic EMT as well as 1st Responder training and CEU credit programs; re-certification courses in all disciplines of MS; 12 lead defibrillator program; mentoring program (for department members as well as outside students) including quality assurance; Call Force EMT program, trip reporting and IT linkages; other EMS training issues.

The Union and the Fire Chief shall receive written progress reports from Committee Meetings. Members not on duty for meetings shall be compensated.

Article 16

Holidays

16.1 Every employee who is normally assigned the schedule set forth in Article 11.1, whether or not scheduled to work on a particular holiday, shall be guaranteed twelve (12) paid holidays. The following shall be considered holidays for all members of the bargaining unit:

January 1	Labor Day
Martin Luther King	Day Columbus Day
Washington's Birthday	Veterans' Day
Patriots' Day	Thanksgiving Day
Memorial Day	The day after Thanksgiving
July 4	Christmas

16.2 The rate of compensation for all members who are regularly assigned the schedule set forth in Article 11.1 for such paid holidays shall be computed by dividing the bi-weekly rate of compensation for each employee by eight (8) for each holiday. Such compensation shall be in addition to regular bi-weekly compensation and shall be payable with all proper deductions made, in two (2) payments: one (1) payment on the first payday of December for the holidays - July 4, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and the day after Thanksgiving; and the second payment on the first payday of June for the holidays - Christmas, New Year's Day, Martin Luther King Day, Washington's Birthday, Patriots' Day, and Memorial Day. If employment of a member terminates for whatever reason, payment for holidays occurring during his employment shall be made forthwith to the employee or to the employee's estate.

16.3 Assistant Fire Chief(s) shall be granted time off for each designated holiday above without loss of pay. In addition, Assistant Fire Chief(s) shall be granted an additional holiday at a time between November 15 and January 31 to be mutually agreed upon by the Assistant Fire Chief and the Fire Chief.

16.4 Assistant Fire Chief(s) who are required to work on a holiday shall receive in addition to the regular holiday pay, an amount equal to their overtime rate for each hour worked with a guarantee of a minimum of four (4) hours pay. For Thanksgiving and Christmas, the rate shall equal the recall rate in Article 13.

16.5 In addition to the foregoing, employees shall be granted not more than one (1) additional holiday per holiday pay period if such additional legal holiday be declared by the Governor of the Commonwealth, General Court, Federal Government or the Select Board; and may be granted additional days at the discretion of the Select Board.

Article 17

Incentive Pay

17.1 The Town of Amherst endorses the principle of "Incentive Pay" for higher education and will work toward implementation of that principle.

17.2 All regular full-time members of the Amherst Fire Department are eligible for the benefits of an Incentive Pay Plan as a reward for furthering their education at an accredited college or university in the field of Fire Science. Effective July 1, 1980, an employee who is participating in the Incentive Pay Program and who fails to take courses within one (1) calendar year from the last semester in which he was enrolled will be considered as having terminated his participation in the Program unless his absence has been approved by the Town Manager or his designee. The Town Manager shall approve requests to waive the aforementioned activity requirement if there are no courses available at area schools which fills the requirements of the individual employee's fire science degree program. An employee considered to have been terminated in the Incentive Pay Program, pursuant to the aforementioned, shall be reduced in pay to the last highest degree or certificate level at which the employee attained credit in Fire Science Technology or Emergency Medical Services field. Such employee may subsequently renew participation in the Incentive Pay Program by completing six (6) additional credits after which he shall be eligible for compensation predicated upon the schedule below for all credits earned.

NOTE: It is the Town's understanding that the above insert is meant to clarify certificate by defining it to be comparable to the Fire Science Technology Certificate program at Greenfield Community College.

17.3 The administration of the Incentive Pay Plan will be the responsibility of the Town Manager.

17.4 Employees will submit two (2) copies of pertinent academic records or transcripts to the Town Manager by February 1, and August 1. Payment under this section will be made on the first payday in September and the first payday in March.

17.5 The Incentive Pay Plan will consist of annual increments as set forth under Section 17.10 or 17.11 to be added to the employee's base salary only for the purposes of computing retirement contributions under the Hampshire County Retirement System.

17.6 Eligible employees who have earned a minimum of six (6) credit hours (or their equivalent) of course work in accordance with the above will be eligible for the awards.

17.7 For all members appointed before July 1, 1976, if an employee eligible for the Plan holds an Associate Degree (or equivalent) in a field not established as a related career field by the Personnel Board, the employee will be awarded a minimum

increment equal to thirty (30) credits earned. The employee would be eligible for further benefits in six credit hour increments for related career course work, but should the requirements for an Associate Degree in the related career field be completed in less than the normal additional thirty (30) credit hours, and so acknowledged by the institution, the employee will be eligible for the sixty (60) credits award.

17.8 For all members appointed before July 1, 1976, those employees eligible for the Plan who hold a Baccalaureate Degree (or equivalent) in a field not established as a related career field by the Personnel Board, the employee will be awarded a minimum increment equal to sixty (60) credits earned. The employee would be eligible for further benefits in six credit hour increments for related career course work, but should the requirements for a Baccalaureate Degree in the related career field be completed in less than the normal additional sixty (60) credit hours, and so acknowledged by the institution, the employee will be eligible for the one hundred and twenty (120) credits earned award.

17.9 For all members appointed after July 1, 1976, the benefits of the Incentive Pay Plan shall apply only to courses related to a degree program in Fire Science or in the Emergency Medical Services field. For those members, payment shall be made for three (3) credit increments rather than the normal six (6).

17.10 Incentive Pay Plan Awards:

Minimum Number of Units Necessary	Amount of Annual Incentive Award
6	.5% of annual base salary
12	1.0% of annual base salary
18	1.5% of annual base salary
24	2.0% of annual base salary
30	2.5% of annual base salary
36	3.0% of annual base salary
42	3.5% of annual base salary
48	4.0% of annual base salary
54	4.5% of annual base salary
60	5.0% of annual base salary
66	5.5% of annual base salary
72	6.0% of annual base salary
78	6.5% of annual base salary
84	7.0% of annual base salary
90	7.5% of annual base salary
96	8.0% of annual base salary
102	8.5% of annual base salary
108	9.0% of annual base salary
114	9.5% of annual base salary
120	10.0% of annual base salary

17.11 Eligible employees who have earned a degree related to the Fire Service or a degree in the Emergency Medical Services field and who complete a post graduate degree in any field shall receive an annual incentive award equal to twelve and one-half percent (12.5%) of the employee's annual base salary. This payment shall be in lieu of the payment provided for under Section 17.10.

17.12 The Town of Amherst recognizes that the Fire Service's scope of responsibility has expanded beyond the traditional fields of Fire Science and Emergency Medical Services. Effective January 1, 2011 the benefits of the Incentive Pay Plan shall apply to courses related to degree programs in Education, Engineering, Exercise Science/Kinesiology, Management, Natural Sciences (Biology, Building and Construction Technology, Chemistry, Physics, Psychology), Nursing, and Public Health. These degree programs are established as related career fields. Progress in these programs shall be compensated in accordance with 17.10 and 17.11

Article 18

Longevity Pay

18.1 After completion of ten (10) years of accumulated full-time employment, each employee shall be entitled to an annual longevity payment, in addition to the base salary, according to the following formula. The longevity payment which shall be paid on the first payday after the employee's anniversary date, shall be equal to the employee's bi-weekly pay then in effect multiplied by one twentieth (1/20) of the number of years of accumulated full-time employment.

Article 19

Vacations

19.1 All employees covered in this contract and who work the schedule prescribed in Article 11.1, except for probationary employees, shall accrue and be credited each week with earned vacation leave with pay at the following rate:

1. For up to five (5) years of service, 2.12 hours per week;
2. For over five (5) years but less than ten (10) years of service, 3.04 hours per week;
3. For over ten (10) years but less than twenty (20) years of service, 3.96 hours per week.
4. For over twenty years of service, 4.42 hours per week.

19.2 Probationary employees shall accrue vacation at the rate of 2.12 hours per week, but will be credited vacation leave only after successfully completing six (6) months of probation. Probationary employees terminated before the completion of six (6) months of their probationary period shall not be compensated for accrued vacation leave.

19.3 Employees who accrue vacation credits under Article 19.1 and are assigned to a different work schedule under Article 11.4 (Special Assignment) or Article 21.10 (Limited Duty), shall be allowed to take their vacations credits but will be deducted vacation credit by the ratio of one (1) week's vacation for every forty-eight (48) hours of vacation credit.

19.4 Vacation selection shall be regulated by the Fire Chief, and shall be on a priority selection basis of: 1) rank; 2) seniority in grade, and further provided that no vacation shall exceed two weeks in the period from June 15 to September 15 until all members have had a selection opportunity.

19.5 Accumulation of vacation leave in excess of one (1) year shall be permitted at the discretion of the Fire Chief. Vacation credits in excess of two (2) years employment shall be transferred to sick leave.

19.6 Employees eligible for vacation leave whose services are terminated by retirement, by resignation, by entrance into the Armed Forces, or by dismissal through no delinquency of their own; shall be paid for all unused vacation leave that has been credited to them.

19.7 Upon the death of an employee eligible for vacation leave, payment shall be made to the estate or heirs of the deceased for all unused vacation leave that has been credited to them.

19.8 Assistant Chief(s) shall accrue and be credited each week with earned vacation leave with pay at the following rate:

1. For up to five (5) years of service, 1.69 hours per week;
2. For over five (5) years but less than ten (10) years of service, 2.46 hours per week;
3. For over ten (10) years but less than twenty (20) years of service, 3.24 hours per week;
4. For over twenty (20) years of service, 3.85 hours per week.

19.9 Employees shall be allowed to take vacation credits on a shift or shifts basis with one week's notice to the Fire Chief, provided the number of continuous vacation hours taken do not exceed twenty-eight hours. There shall be no more than two employees on the same shift on vacation or personal day at the same time provided that the two officers assigned to that shift shall not take vacation at the same time. Vacation credits taken in less than a full week amount shall not be allowed during the University of Massachusetts Commencement Weekend, during the Labor Day Weekend, or on New Year's Eve unless the employee finds his or her own replacement. Vacation credits taken in less than a full week amount shall not be allowed to be taken on Thanksgiving, Christmas Eve, Christmas Day, or New Year's Day except when the approval of such vacation will not cause the staffing level to drop below the minimum as provided for in Article 9 unless the employee finds his or her own replacement.

19.10 Employees shall be allowed to take vacation credits on an hourly basis at a minimum of three hours and a maximum of 1/2 a shift, providing such requests begin at the start of, or end at the completion of the members shift, with one weeks notice to the fire chief; subject to the conditions set forth in 19.9.

The Fire Chief, at his sole discretion, may allow in excess of one officer or two members to utilize partial shift vacation credits should adequate coverage be available, and operational conditions permit.

Article 20

Leave Provisions

20.1 **Emergency Leave:** In case of serious illness or grave emergency in the immediate family of a member, emergency leave may be granted by the Fire Chief or his designee, with such leave to be charged to sick leave or vacation leave as designated by the employee or the employee may arrange a substitute at their own expense. No such request will be denied without just cause.

20.2 **Bereavement Leave** Employees will be allowed to take up to four (4) days off with pay should a death occur within the immediate family. These days will be for the purpose of making arrangements, attending wakes, funerals, and/or memorial services. For the purposes of this section, immediate family shall be defined as the employee's spouse, parents, step-parents, grandparents, children, step-children, grandchildren, brothers, sisters, mother-in-law, father-in-law, and other actual members of the employee's household. One (1) day of bereavement leave will be allowed for the employee to attend the funeral or memorial services of an aunt, uncle, niece, nephew, brother-in-law or sister-in-law.

20.3 **Leave of Absence:** The Town Manager may grant a leave of absence without pay for a period up to one (1) year in duration if it is determined that the service of the Town will not suffer and/or when a suitable temporary is available.

20.4 **Military Leave:** Any employee of the Fire Department shall be entitled to a leave of absence during a term of compulsory service in the Armed Forces of the Commonwealth or during a compulsory annual tour of duty not exceeding seventeen (17) days as provided in Chapter 33, Section 59 of the General Laws as a member of a reserve component of the Armed Forces of the United States, and shall receive their ordinary remuneration therefore. Such employees shall also be entitled to the same leave of absence or vacation with pay given to other like employees. An employee may elect to use any accrued leave, except sick leave, for compensation during their compulsory service. An employee on military leave will not affect any other employee's vacation or personal leave use. All employees must present their military orders to the Chief for inspection.

20.5 **Leave for Town Business:** Any member of the Fire Department may be granted time off without loss of pay for attending meetings or organizations or committees sponsored by the Town of Amherst or the Amherst Regional School District to which they have been elected or appointed.

20.6 **Parenting Leave:** Up to twelve (12) weeks of leave may be requested under the Family and Medical Leave Act for the birth or adoption of a child. Female employees shall be entitled to four (4) weeks of leave for the birth of a child with pay and may extend their leave for up to an additional four (4) weeks by charging the additional four weeks to accumulated sick leave, personal leave, compensatory time and/or

vacation. Employees who are the non-childbearing parent may charge up to four weeks leave to accumulated sick leave, personal leave, compensatory time and/or vacation. Employees who adopt a child may charge up to four weeks leave to accumulated sick, personal leave, compensatory time and/or vacation. Such leave shall begin at a time mutually agreed upon by the employee and the Fire Chief and be subject to the approval of the Town Manager. All paid leave under this section will be part of the twelve weeks available under the Family and Medical Leave Act.

20.7 Court Leave - Personal: Court leave without pay shall be granted to employees engaged in personal litigation having no connection with their position as an employee of the Town.

20.8 Court Leave – Work related: In the event a member, otherwise scheduled to be on duty, is called for court service as a witness in a civil or criminal case to testify as to events and circumstances observed while performing regularly assigned duties, the Employer shall grant appropriate leave (Court Leave) for the period required for such service. Employees scheduled to work the night prior to their court appearance shall be released from work at 0000 hrs.

Whenever a full-time permanent employee's presence is required in court by a proper subpoena issued by a court legally empowered to subpoena witnesses, and such subpoena compels his presence as a witness in any civil or criminal case to testify as to the events and circumstances observed while on duty as a member and such employee's presence is required at a time when he would otherwise not be on duty, the employer shall compensate the employee at one and one-half (1 ½) times the effective hourly rate of compensation for the number of hours so spent less any amount received by him as a witness fee pursuant to such subpoena.

20.9 Personal Leave: Effective July 1, 2001 each employee shall be credited two (2) personal leave shifts each fiscal year. Personal leave shifts shall be used for full shifts not to exceed fourteen (14) hours. Personal leave shifts may be accumulated not to exceed two years or four (4) shifts. Employees shall be allowed to take a personal shift with notice of least forty-eight (48) hours to the Fire Chief except when the shift requested is on a Monday then seventy-two (72) hours' notice is required. There shall be no more than two employees on the same shift on vacation or personal day at the same time. There shall be no more than one Captain on the same shift on vacation or personal day at the same time except when the Captain who requests time off after a Captain on the same shift who has been granted time off, provides their own replacement who must be a Captain. Personal shifts shall not be allowed, unless a member finds their own replacement, to be taken during the University of Massachusetts Commencement Weekend, during the Labor Day Weekend, on Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve or New Year's Day.

20.10 Leave for Emergency Service

Employees who are official members of a recognized emergency service organization, such as (but not limited to) FEMA, or State or National Forest Fire Crews, shall be

allowed to take immediate leave upon being called to duty by that organization for a regional, national or international emergency, for a period of up to two continuous weeks. Such leave shall be charged to an employee's accrued vacation leave, personal leave, Comp. Time, or shall be unpaid. The choice of leave shall be chosen by the employee and may be a combination of the aforementioned leaves. Each employee shall be entitled to one such Emergency Service Leave per calendar year. The Fire Chief may grant longer periods of leave, or additional such leaves per year, at his discretion. Any employee belonging to such an emergency service organization who may need to use this leave, shall maintain on file with the Fire Chief's office a letter identifying their membership in said organization and the logistics of them being called to duty.

Article 21

Leave for Injury or Illness

21.1 Sick leave shall be defined as that leave necessary because of incapacitation due to an injury or illness that was not as a result of the employee's performance of his duty.

21.2 Sick leave with pay for all employees except an Assistant Chief shall be allotted at the rate of 3.46 hours per week of full employment and thereafter accumulate at the same rate without limit. Sick leave usage shall be deducted at the actual rate of usage in increments of full hours.

21.3 Sick leave with pay for an Assistant Chief, shall be allotted at the rate of 2.31 hours per week of full employment and thereafter accumulate at the same rate without limit. Sick leave usage shall be deducted at the actual rate of usage in increments of full hours.

21.4 When an employee finds it necessary to be absent because of illness or injury, the employee shall notify the Chief or the authorized representative at least thirty (30) minutes before the employee's shift reports for duty. When returning to active duty, the employee must, by 7:00 A.M. for the day shift, or by 2:00 P.M. for the night shift, notify the Chief or an authorized representative of such planned return to duty.

21.5 The employee shall upon request submit medical evidence to the Fire Chief on those occasions on which leave as provided herein is claimed when the employee has been treated by a physician or other medical practitioner, including, but not limited to, treatment by an osteopath or chiropractor. The Fire Chief may require the timely presentation of such medical evidence or other evidence reasonably satisfactory to him in connection with a claim for sick or injury leave hereunder in the event he reasonably suspects that the employee making such claim was not legitimately incapacitated from performing his duties as an employee. It is the expressed understanding of the parties that sick leave is to be applied for and granted only in those instances when an employee, because of illness or injury, not incurred in the

line of duty, is incapacitated from performing his duties as an employee. The Fire Chief, at the Town's expense, may require the employee to obtain documentation from a doctor of the Town's choosing (reimbursing the employee at rates per mile then in effect in the Town if such doctor's offices are outside of the Amherst, Massachusetts area) attesting to fitness for duty in those instances in which the Fire Chief has reason to doubt that the employee is physically capable of returning to duty but the employee has indicated his intent to do so by notifying the Fire Chief as provided in Article 21.4 above. If such physician so certifies, the employee shall not be charged with sick leave hereunder for any period after the commencement of the shift on which he had indicated to the Fire Chief his ability to return to duty and shall be compensated for the period involved as if he had worked such shift or shifts occurring between such notice to the Fire Chief and the shift on which he returns to duty having produced such fitness for duty certificate.

21.6 On July 1st of each year, any employee who has not taken any sick leave for the previous twelve months shall be allowed to convert up to forty eight (48) hours of sick leave to vacation leave. Any employee who has used twenty-eight hours (28) hours or less of sick leave shall be allowed to convert up to twenty-eight (28) hours of sick leave to vacation leave. Emergency leave charged to sick leave shall not be counted as sick leave use.

21.7 Sick Leave Buy Back - All permanent employees who terminate their employment with the Town for any reason other than unsatisfactory performance and who have completed ten full years of service with the Town prior to their termination date, shall receive a single cash payment based on the following criteria for each hour of accumulated unused sick leave.

- a.) Upon an employee's resignation in good standing, payment shall be 10% of the employee's basic hourly rate for each hour of accumulated unused sick leave
- b.) Upon the employee's retirement, payment shall be 15% of the employee's basic hourly rate for each hour of accumulated unused sick leave

21.8 When an employee has used all of their sick leave and finds it necessary to be on sick leave, the employee shall be granted sick leave without pay for a period not to exceed six (6) months if and only if the employee documents that the illness and/or injury is not a permanent disability.

21.9 Injury leave shall be defined as that leave necessary because of incapacitation due to an injury or illness that was as a result of the employee's performance of his duty. An employee's duty shall include any time that employee is in the performance of their duty, while responding to or returning from alarms while off duty and any other time they are directed to perform duties related to their employment whether or not they are paid. The provisions of this article shall not be less than the provisions of Massachusetts General Law Chapter 41, Section 111 F. Injury leave shall be unlimited leave without loss of compensation and benefits except that an employee on Injury

Leave for more than twelve months shall not accrue leave benefits such as vacation, sick leave and personal leave starting after the twelfth month.

Employees returning to full-duty following a prolonged injury or illness shall be provided with resources needed or requested by the employee to reacclimatize the employee to their job functions. This may include, if necessary, but is not limited to: fire operations training, emergency medical services training, administrative training or any form of mentoring. The resources above are not intended to be punitive in nature, but to provide the employee, if needed or requested, with the resources to satisfactorily and safely perform their job functions. The Fire Chief shall decide the scope and length of any reacclimation program.

21.10 Effective July 1, 1986, the Town and Union agree to set up a limited duty policy and procedure. Limited duty is defined as that assignment of duty that is limited by an employee's temporary illness or injury but does not cause further discomfort to the employee. The purpose of limited duty is to allow employees on injury leave the opportunity to contribute to the work and productivity of the Fire Department and allow employees on sick leave to also contribute to the work and productivity of the Fire Department while protecting personal sick leave use. Limited duty shall be offered to an employee who has submitted documentation from her physician that she is pregnant and unable to perform the essential functions of her job. The documentation will also provide the expected date of delivery.

21.11 Procedure - Upon request of an eligible employee or on his own initiative the Fire Chief will arrange for medical evaluation of length and extent of disability, including an opinion as to the ability of the employee to perform limited duty. The Fire Chief shall make a determination of suitability for duty taking into consideration the needs of the department. If the Fire Chief determines that a limited duty assignment is appropriate, he will set out the terms thereof in written form, in the same manner as Article 11.4 (Special Assignment). Types of duty may include but shall not be limited to: fire prevention inspections, educational programs for school children, public relations activities, inspecting buildings, mapping and cataloging resources, and general administrative duties. Duty shall not include firefighting or ambulance assignment or any activity precluded by medical determination, to protect the health and safety of the employee and others. Employees participating in this program will receive full wage and benefit compensation. The limited duty assignment, including hours and work assignments, will be subject to periodic review depending on the employee's recovery and ongoing needs of the department. If the Fire Chief has reason to believe that an employee on injured leave can perform limited duty and there is a disagreement between the Town's physician and the employee's physician as to whether the employee can perform limited duty, a third physician, to be chosen jointly by the employee's physician and the Town, will examine the employee, and the Town, Union and Employee will be bound by the third physician's opinion.

Employees on Limited Duty can work less than a 40-hour workweek if their physician recommends such reduced hours. Employees shall be compensated at their

full biweekly salary, with hours in excess of the physician's recommendation to be compensated at the Injured on Duty rate or the employee's Sick Leave.

21.12 Disputes regarding interpretation or application of this policy will be subject to the grievance and arbitration procedure contained in Article 26.

21.13 Any employee who declines to accept a limited duty assignment shall not be considered for a limited duty assignment for three years

21.14 For illness or injury meeting the requirements of the Federal Family and Medical Leave Act (FMLA), the employee shall request leave from the Fire Chief and the Fire Chief shall notify the Human Resources Department of such need for leave. A letter will then be sent to the employee regarding his/her rights and responsibilities under the FMLA. All medical documentation regarding FMLA leave will be directed to the Fire Chief and shall be kept in a file separate and apart from the employee's personnel file.

Article 22

Exchange of Duty

22.1 For the purpose of personal leave from required duty, any member of the bargaining unit may have another employee work for him, provided:

- A. Such substitution is arranged with any other member of the bargaining unit of the same job classification;
- B. Such substitution does not impose overtime cost on the Department;
- C. The Chief of the Fire Department or his designated officer is notified not less than twenty-four (24) hours before the swap or payback is to take place;
- D. Once notification is made to the Chief of the Fire Department or his designated officer, the person designated to work the swap or payback shall have full responsibility to work that swap or payback and illness or injury of that employee shall be charged to that employee as though it was their regular shift;
- E. Neither the Department nor the Town will be responsible for enforcing any agreements made between employees for future repayment of said mutually agreed shift assignments;
- F. The Fire Chief retains the right to deny exchanges of duty. Such denial must be reasonable and based upon the operational needs of the Department.

Article 23

Uniform Allowance

23.1 The Town shall provide the following initial uniform issue to new employees:

All personal protective equipment listed in Article 23.3

- 4 Blue Uniform Work Shirts
- 4 Uniform Work Pants
- 8 AFD T-shirts
- 1 Work Jacket with Liner
- 1 Reuben-style Sweatshirt
- 1 Uniform Dress Cap
- 1 AFD Baseball Cap
- 1 Wool Watch Cap
- 1 Black Tie
- 1 ea. Breast Badge, Cap Badge and Name Tag
- 1 Nomex Jump suit
- 1 "Leatherman" type tool
- 1 Pair of work boots
- 1 Prescription Eye glass insert for breathing apparatus if needed

Upon successful completion of an employee's probationary period they shall be issued:

- 1 Complete Dress Uniform including Winter Blaur
- 1 Raincoat with Liner

Upon promotion the Town shall issue at no cost to the employee the following:

- 4 White Uniform Work Shirts
- 4 White AFD T-Shirts
- 1 Complete Dress Uniform
- 1 ea. Breast Badge and Cap Badge
- 1 Name Tag

Thereafter, such uniforms as are required of employees of the Fire Department shall be furnished to the employees by the Town within the following guidelines:

1. The uniforms must be ordered through the Town, from a prescribed list furnished by the Town; such list shall include FR rated clothing when available. The list shall be issued to all employees no later than July 31st of each year and distributed to employees no later than November 30th, assuming that (1) employees submit their requests in a timely manner and (2) excepting delivery delays that are the fault of the vendor.

2. The Town shall assist with providing "FR" rated clothing to personnel who purchase same through their clothing allowance by charging personnel the same rate as the standard clothing provided that the total difference in cost between a standard uniform and a "FR" rated uniform not exceed one hundred dollars (\$100.00) per year per employee. There shall be no carry over option.

3. Effective July 1, 2009 The Town shall credit each employee three hundred (\$300.00) dollars per year to be expended for uniforms;

4. Each employee will be allowed to carry over from year to year credit for uniform expenditure not to exceed six hundred (\$600.00) dollars at any time.
5. Employees may purchase a "Leatherman" tool as part of their uniform using their annual uniform accrual.
6. Employees may choose to purchase uniform items from an AFD approved vendor and have the cost for the item bill directly to the department. At least one vendor shall be approved and made available at all times. Employees are responsible not to over-spend their uniform allowance and shall reimburse the Town for any overages.

23.2 All uniform articles shall remain the property of the Fire Department. The Town and the Union shall cooperate in matters of safety, health and sanitation affecting the employees.

23.3 The Town shall furnish and replace, as needed, all personal protective equipment including: turnout coats, helmets, fire boots, night hitches, gloves, mittens, flashlights, hoods and self-contained breathing apparatus and all other safety equipment needed for firefighting which shall be worn by the employees while on duty. In addition, the Town shall furnish and replace, as needed, one Summer Weight Ambulance Jacket and one Winter Weight Ambulance Jacket to be worn by the employees while on ambulance duty.

23.4 The Town will reimburse the employee for repair and/or replacement of eye wear damaged in the line of duty. The employee will be required to present sufficient documentation to support the reimbursement claim.

23.5 The Town will reimburse the employee for repair and/or replacement of watches and wallets damaged in the line of duty, up to a maximum cost of fifty (50) dollars for watches and twenty-five (25) dollars for wallets. Said reimbursement shall be deducted from the employee's annual uniform accrual. The employee will be required to present sufficient documentation to support the reimbursement claim.

23.6 Members of this bargaining unit may, at their choosing, wear the state approved "Massachusetts Professional Fire Fighter" patch on all uniforms as an alternative to the current state or national EMT patch. The cost of said patches shall be paid for by the town.

Article 24

Professional Development

24.1 Purpose: The Town and the Union recognize the importance of professional growth and certification, not only in the development of a strong supervisory staff but also to enhance a well-educated and informed firefighting staff. The Department shall offer two (2) professional development classes per fiscal year

24.2 The Town agrees to support members in obtaining FFI and FFII certifications. Support in the aforementioned shall refer to detail time to take the exam and fees for taking the exam. Reimbursement of exam fees shall only be given after the employee passes the exam.

24.3 The Town agrees to support members in obtaining the Massachusetts Fire Officer certification. A minimum of two (2) firefighters per fiscal year shall be allowed to attend a Massachusetts Firefighting Academy Fire Officer course with full financial support from the Town including fees, detail time, overtime and transportation. Selection shall be based upon the following: Ranking in order on a current promotional list; if no list—Ranking by seniority. A minimum of two (2) Captains per fiscal year shall be allowed to attend a Massachusetts Firefighting Academy Chief Officer course with full financial support from the Town including fees, detail time, overtime and transportation. Selection shall be based upon seniority. Members declining an offer to attend training shall be eligible in future years for this training. Newly appointed Captains cannot decline to attend the Fire Officer Course.

Article 25

Medical/Life Insurance

25.1 The Town agrees to provide Members with the same medical and life insurance plans as provided to other eligible employees of the Town.

25.2 Effective July 1, 2008, the Town shall pay 75% of the premiums for Preferred Provider Organization (PPO) plans and 80% of the premiums for Health Maintenance Organization (HMO) plans in effect under the Town health and life insurance plans for all members of the bargaining unit. The employee premium deductions will normally be on a biweekly basis.

25.3 The Town shall appoint the nominee of the Union to the Employees Insurance Advisory Committee.

25.4 It is agreed that the members of this bargaining unit will receive any and all benefits agreed upon between the Town and the Employees Insurance Advisory Committee at whatever time they are agreed to become effective, and no changes in benefits shall occur without a vote of the Insurance Advisory Committee.

Article 26

Grievance Procedure

26.1 A grievance shall be defined as any difference between the parties to this Agreement relating to its interpretation, application, or administration, including a question as to whether the suspension or discharge of an employee is reasonable. Probationary firefighters shall have the right to bring grievances under this Article,

with the sole exception of the discharge of the employee during the probationary term.

26.2 The Union Grievance Committee may, if it deems it necessary or desirable, on its own motion, file a written statement or grievance pertaining to any matters related to the employer-employee relationship including but not limited to discriminatory practices and matters related to health, safety, efficiency, or morale of the employees. Said statement shall be submitted directly to the Fire Chief in accordance with Section 26.3, Step 2 but only grievances as defined in Section 26.1 shall be allowed to be processed to arbitration according to Section 26.3, Step 4.

26.3 The Steps for processing a grievance shall be as follows:

Step 1. An employee may, with or without the assistance of the steward, present any grievance to an immediate superior, provided that the grievance is presented within seven (7) calendar days of the occurrence giving rise to the grievance. If the matter cannot be resolved to the satisfaction of the employee, the grievance shall be forwarded to the Grievance Committee.

Step 2. If the aggrieved is unsatisfied with the results of the informal procedure, he shall present to the Chairman of the Grievance Committee or his designee within seven (7) calendar days from receiving the results, his grievance in writing citing the circumstances upon which the grievance is based. Within seven (7) calendar days thereafter the Grievance Committee shall conduct a hearing and make a determination of whether a grievance exists.

In the event a grievance does exist, the Grievance Committee shall within seven (7) calendar days of the hearing, forward a report to the Fire Chief. The Fire Chief shall have a meeting with the Grievance Committee within seven (7) calendar days of the receipt of the Grievance Committee's report to seek resolution of the grievance. The Fire Chief shall within seven (7) calendar days of the conclusion of said meeting, render a written decision to the Grievance Committee Chairman, with a copy to the grievant.

Step 3. If no decision can be reached or the decision is not satisfactory to the aggrieved, the grievance may be forwarded to the Town Manager provided it is forwarded within seven (7) calendar days of the receipt of the Fire Chief's decision or within fourteen (14) calendar days of the Fire Chief's meeting when there has been no decision or no Fire Chief's report. Upon receipt of the grievance, the Town Manager shall schedule a meeting to be held with the parties involved within seven (7) calendar days at which time resolution of the grievance shall be the goal. The Town Manager shall decide the matter and give written notice of the decision to the Grievance Committee within seven (7) calendar days of said meeting, with a copy to the grievant.

Step 4. The decision of the Town Manager shall be final unless a written request for arbitration is made by the Union within ten (10) calendar days of the receipt of notice of the Town Manager's decision. Notice of intent to submit to arbitration must be received by the Town Manager within ten

(10) calendar days by delivery in hand or by mail. The procedures governing the arbitration process are set forth below:

- a) The parties agree for the duration of this Agreement to utilize the American Arbitration Association or the State Board of Conciliation and Arbitration, whichever is mutually agreed upon between the parties. If the parties cannot agree on which service to use, then the American Arbitration Association shall be selected.
- b) The arbitration proceedings will be conducted under the rules of the American Arbitration Association. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of the Agreement. The award shall be final and binding on the Town, the Union, and the Grievant. Each party shall bear the expenses of its representatives and witnesses, and the fees and expenses of the arbitrator shall be borne equally by the parties.
- c) If the Town claims the Union has violated any provisions of the Agreement, it may present such claim to the Union in writing, and if the parties fail to settle it within ten (10) calendar days, the Town may submit the problem to arbitration under the provisions of this Article. If the Town decides to pursue the claim to arbitration, notification to the Union must be made in writing within ten (10) calendar days of the expiration of the settlement period.

26.4 The parties agree to follow each of the foregoing steps in the processing of the grievances; and, if at any step, the Town's representative fails to give his written answer within the time limits therein set forth, the Union may appeal the grievances to the next step at the expiration of such time limit.

If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the time limits set forth above or a mutually agreed upon extension has been reached, it shall be considered settled on the basis of the Town's last answer.

Article 27

Station Maintenance

27.1 Members of the bargaining unit shall perform all firefighting duties required of them by their superior officers.

27.2 Except in case of emergency, impairing the ability of the Department to perform its primary function, members of the bargaining unit shall not be required to perform carpentry, painting, electrical, plumbing, roofing work or any other work normally performed by tradesmen.

27.3 Employees may volunteer to perform any of the work set forth in 27.2 above, as well as any other work not related to firefighting, in and about the stations but shall not be required to perform such work.

27.4 Normal day-to-day housekeeping may be required to be performed by all members of the bargaining unit.

Article 28

No Strike Clause

28.1 During the term of this Agreement, the parties hereto agree that there shall be no strikes of any kind whatsoever; work stoppages; withholding of services; slowdowns; or interferences or interruption with the operation of the Department by any employees or the Union.

28.2 Nor shall there be any strike or interruption of work during the term of this Agreement because of any disputes or disagreements between any other persons, or other employers or unions who are not signatory parties to this Agreement.

28.3 Employees who violate this provision shall be subject to disciplinary action, including discharge; and any claim by either party against the other of a violation of the Article shall be subject to arbitration as provided for under Article 26 of this Agreement, subject to the provision of Section 28.4.

28.4 No disciplinary action which involves suspension of duty, or discharge shall be effective if invoked as the result of an alleged violation of this Article unless upheld by an arbitrator selected under the provisions of Article 26.3 Step 4.

28.5 Nothing contained in the expedited arbitration process of Section 28.4 will preclude the use of conventional arbitration (Article 26) for resolving other disputes not involving suspension or discharge invoked under this No Strike Clause. The parties understand and agree, however, that the use of the expedited process (Article 28.4) precludes any subsequent or simultaneous use of conventional arbitration (Article 26) for matters involving suspension or discharge under this No Strike Article.

Article 29

Temporary Employees

29.1 Whenever a vacancy occurs, the Town may appoint a call force member or student force member as a temporary employee to fill the vacancy while the examination process for selecting a permanent employee is being carried out. The temporary employee shall be trained and qualified as an EMT-B and meet Amherst Fire Department pump operator-driver standards and have served two years as a call or student firefighter before being assigned to regular shift work, unless the Fire Chief determines that the call or student firefighter has sufficient experience to wave the two year period. Temporary employees may also be used to cover extended sick leaves, extended injury leaves or leaves of absence.

Article 30

Health and Safety

30.1 Representatives of the Union, not to exceed three, and the Town shall meet quarterly at mutually agreed times to discuss matters of mutual concern related to matters of health and safety. More frequent meetings may be held upon mutual agreement. Each party shall prepare and submit an agenda to the other party at least one week prior to the scheduled meeting.

30.2 Following all incidents of fire involving serious injury or fatality, a critique of that incident shall be scheduled for the department and conducted within 14 days of the incident.

30.3 An Amherst Fire Department Ambulance will be staged at the scene of all working fires, subject to availability.

Article 31

Wellness Program

31.1 The Town and the Union agree to the importance of physical fitness. A joint committee will be appointed to develop a wellness program. The committee will consist of no more than three (3) representatives from the Union and the Fire Chief. The committee shall oversee all aspects of the wellness program including but not limited to the administration of the physical fitness program, the content of wellness presentations, evaluation of program, and expenditures for the wellness program. Minutes shall be kept from all wellness committee meetings. The budget for the program shall be determined by multiplying the number of career fire fighters by \$200.

Article 32

Discrimination

32.1 The parties to this Agreement agree not to discriminate against any employee because of race, color, creed, sex, national origin, marital status, or sexual orientation. Further, the Town agrees that no reprisals will be taken by it against any employee covered by this Agreement by reason of their membership or non-membership in the Union or their participation or non-participation in any lawful Union activities.

Article 33

Student Force

33.1 The Union recognizes that the Town has a volunteer student force as part of the Fire Department. The Town agrees that it shall use the student force solely for the purpose of supporting and supplementing the permanent fire force. The student force shall be in-service during the regular University of Massachusetts-Amherst fall and spring semesters from 1800 hours to 0700 hours. Additionally, the student force shall be in-service from 0700-1800 hours weekend days. On the following holiday weekends, the student force can go into "optional service" mode if most of the force is planning to be out of town: Washington's Birthday, Patriots' Day, Columbus Day, Veteran's Day and Easter Sunday (just Sunday). A notice of such intent will be made in writing to the Fire Chief 72 hours prior to the weekend and the Fire Chief immediately shall distribute such notice accordingly. If the University of Massachusetts-Amherst initiates priority scheduling sometime in the future, the Union and the Town agree to bargain over additional in-service hours. The student force shall not be in-service during the University of Massachusetts-Amherst winter or summer intercessions.

Student force members working with the call force for the summer and winter intersession of the University of Massachusetts-Amherst shall not be considered regular call force members.

33.2 Student force members shall not be in uniform while on-duty in 33.1. All student force members being "mentored" as new EMTs shall wear a "Student EMT" nametag. Student force members shall be issued fire helmets that are distinctive from career members and shall be clearly labeled "Volunteer".

33.3 The Assistant Fire Chief shall supervise student force regular training. The on-duty officers and crews shall not be responsible for student force training.

The student force regular training shall consist of "Wonder Week" and at least a minimum three (3) hour drill per week and eight (8) hours of additional drill per month during the regular University of Massachusetts-Amherst fall and spring semesters

Student force officers shall annually receive an eight (8) hour specialized officer training session prior to the start of the school year. Student force members not receiving the specialized officer training shall not function as an officer until the training is complete.

33.4 Student force members shall not respond on apparatus to alarms as a stand-alone unit. After there are no remaining on-duty career personnel left, a career Chief officer shall respond. The on-duty officers may utilize the student force in addition to the normal career complement for alarms, if they choose to do so. The student force shall respond, if in-service, with the normal career company assignment to any alarms for the University of Massachusetts-Amherst and its Greek System. A minimum of 2 trained and qualified student force members shall respond, if in-service, with the

normal career companies in the brush pick-up truck for any reported brush fire. The student force shall operate only one (1) Engine Company and auxiliary vehicles as necessary, including ambulances (per OEMS regulations).

33.5 Each member of the student force shall be responsible to follow the lawful directives of permanent firefighters in accordance with Department policy.

On-duty fire fighters supervising the student force as an "Acting Officer" on an incident scene shall be compensated according to Article 14.2 of this agreement.

33.6 The student force shall not consist of more than 40 members. If the career on-duty force is reduced below the authorized 42 members due to lay-offs, either through an actual reduction or through attrition, the increased on-duty presence of the student force shall be reduced to the previous system (i.e. 1999) of 0000-0800 hours daily and the total number of student force members shall be reduced to no more than 20 members.

33.7 The student force shall be a volunteer organization. No student force members shall be compensated for regular student force duties. The student force may be paid for other details only after all full-time career members have been offered said details and refused. Student force members are not eligible to work overtime shifts with the career on-duty firefighters.

The detail pay rate for the student force shall be the overtime rate of a full-time firefighter at step 1. Student force members who transfer temporarily to the call force during summers and intersessions will be paid at the regular call firefighter pay scale.

33.8 The student force deputy chief and captains shall reside at the North Fire Station. No more than nine (9) members of the student force shall have permanent residence at the North Fire Station at any time. (Out of station members working an overnight shift for the student force, or members enrolled in an EMT course over an intersession are not considered to have permanent residence).

Student firefighters shall have certain station maintenance tasks while on-duty. No permanent firefighter shall be required to supervise the students during their routine station duties or drills.

The "Student Force Manual" shall be updated as appropriate and the Union shall be provided with a copy. Any changes to the student force manual shall be subject to the Grievance Procedure in Article 26.

New student force members shall be required to pass a medical examination prior to appointment to the student force. New students shall pass a background check, including their driving record, prior to appointment. Students with any felony convictions shall not be eligible to be a member of the student force.

Article 34

Reorganization Study Committee

34.1 The Town and the Union agree to establish a study committee to evaluate the current table of organization of the fire department. The committee shall create a final written report containing their findings and recommendations. It shall be the goal of the committee to create a comprehensive final document. The Committee shall use the Fire Chief's reorganization proposal as a starting point.

The Committee shall consist of the Fire Chief and 5 members appointed by the Union. The Union appointed members shall contain one assistant chief, one captain and three fire fighters. All committee members shall have equal voting status.

The Committee will meet at a minimum of once a month with the agenda for each meeting determined by a majority of the committee at least three days prior to the meeting. Minutes shall be kept for each meeting. The committee at the next scheduled meeting shall approve the minutes from the previous meeting. Approval of the final report shall be a majority of ALL committee members.

The final committee report, due by June 30, 2003, shall be forwarded to the Town Manager and the Union. The report will be subject to the approval of the Town Manager, the Union Negotiations Committee and the Union Membership. The Committee may extend the deadline for the report by a majority vote, if the Committee determines the need for additional time to complete the final document. The Town shall provide support to the committee members in terms of detail time for official committee business, subject to the approval of the Fire Chief.

Article 35

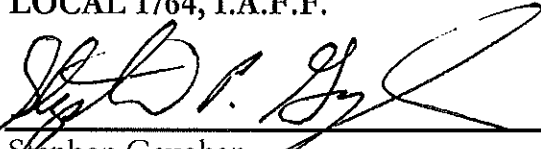
Duration

35.1 This agreement shall continue in full force and effect from July 1, 2007 to June 30, 2010.

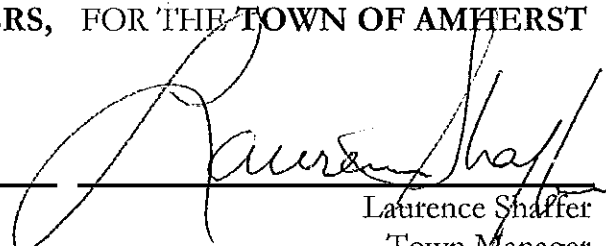
35.2 In the event the expiration date of this agreement passes without a new agreement in place, it is recognized by both parties that this Agreement shall remain valid and in force until such time as a new Agreement is negotiated and signed by both parties.

IN WITNESS WHEREOF, The parties hereunto set their hands and seals this _____ day of February, 2010.

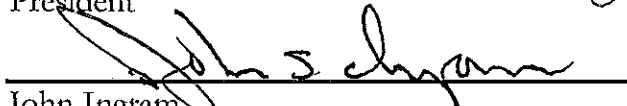
FOR THE AMHERST FIRE FIGHTERS, FOR THE TOWN OF AMHERST
LOCAL 1764, I.A.F.F.



Stephen Gaughan
President



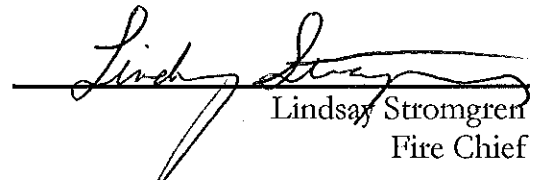
Laurence Shaffer
Town Manager



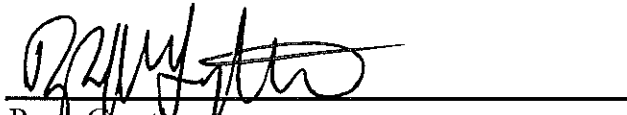
John Ingram



Christopher Bascomb



Lindsay Stromgren
Fire Chief



Ryan Gwyther